

# BUSH | ROSS

ATTORNEYS AT LAW

1801 N. Highland Avenue  
Tampa, Florida 33602  
(813) 224-9255 [Phone]  
(813) 223-9620 [Fax]  
[www.bushross.com](http://www.bushross.com)

Mailing Address:  
Post Office Box 3913  
Tampa, Florida 33601-3913

LOREN J. BEER  
[lbeer@bushross.com](mailto:lbeer@bushross.com)  
(813) 204-6422 [Direct Line]

March 15, 2010

**VIA EMAIL ([tperzel@sentrymgt.com](mailto:tperzel@sentrymgt.com))  
AND U.S. MAIL DELIVERY**

Osprey Run Homeowners Association, Inc.  
c/o Tom Perzel  
25400 U.S. Highway 19 North, Suite 164  
Clearwater, FL 33763

Dear Board:

I am in receipt of your email dated March, 5, 2010, wherein you requested a legal opinion regarding how the creation of Article IX, Section 30 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes (hereinafter the "Declaration") impacts the current landlord/tenants. I have reviewed Article IX, Section 30, as requested.

Pursuant to Article XI, Section 30, lots may now only be leased or rented with the prior written approval of the Board of Directors. This requirement, however, applies *only* to those tenancies occurring *after* March 9, 2010, the recording date of the amendment. A tenancy in existence *prior* to the recording of this amendment is exempt from this requirement *only if* the owner provides the Association with a copy of the current lease no later than 45 days after the recording date of this amendment. Should the owner fail to timely provide the Association with this required documentation, the owner will be required to submit a lease approval application which discloses the names of all tenants, all vehicles to be kept by the tenant(s), and emergency contact information for the owner.

Additionally, all renewals and extensions of leases occurring *after* March 9, 2010, the recording date of the amendment, *are* subject to approval by the Board of Directors. The Board will automatically approve all renewals and extensions of leases so long as (1) the owner is current in all monetary obligations owed to the Association; (2) the owner is current in the payment of his or her water bill; *and* (3) the owner's tenant has not been previously cited in writing for a material violation of this Declaration or Rules and Regulations of the Association. The amendment does not specifically state how the Board of Directors may address a renewal or extension of a lease that does not meet these three requirements, but infers that the Board of

March 15, 2010

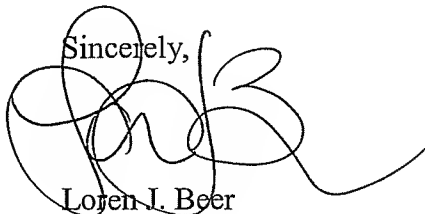
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Directors will deny such a request. Last, no application fee will be charged for consideration of any renewal or extension of a previously approved lease.

For your reference, Article XI, Section 30 provides in *pertinent* part as follows:

. . . This Section 30 shall apply to all new tenancies after the recording of this amendment. Renewals and extensions of leases after the recording of this amendment shall be subject to this Section 30 as follows: For the present tenancy to be exempt from the requirement of prior approval, the Owner of the Lot must provide a copy of the current lease to the Association not later than 45 days after the recording date of this amendment. All renewals and extensions of leases of Lots after the recording of this amendment shall be subject to approval by the Board of Directors, which approval shall be granted if the Owner is current in all monetary obligations to the Association and the Owner's water bill is paid current and the tenant has not been previously cited in writing for a material violation of this Declaration or Rules and Regulations of the Association. No additional application fees shall be required for consideration of any renewal or extension of a previously approved lease. It is the responsibility of the Owner to provide a copy of the current Rules and Regulations to any perspective tenant.

Once you have reviewed this correspondence, please do not hesitate to contact our office with questions.

Sincerely,  
  
Loren J. Beer

Prepared by and return to:

Loren J. Beer, Esq.  
Steven H. Mezer, Esq.  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913  
(813) 204-6492

RECEIVED  
FEB 05 2010  
DIVN 030

RECEIVED  
FEB 11 2010  
DIVN 030

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF OSPREY RUN TOWNHOMES**

We, Frank Butler, as President, and Gretel Graham, as Secretary, of Osprey Run Homeowners Association, Inc., which was established pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes, as originally recorded in Official Records Book 10274, Page 0792, Public Records of Hillsborough County, Florida, do hereby certify that, by the affirmative vote or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association, who were present in person or by proxy at the special meeting of the membership held on January 26, 2010, in accordance with the Bylaws of Osprey Run Homeowners Association, Inc., the following amendments to the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes were duly adopted and approved as follows:

I. Article XII, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is amended to read as follows:

Section 1. Amendments by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, ~~upon the affirmative vote (in person or by proxy) or by written consent, of two thirds of the Lot owners, or any combination thereof, upon the affirmative vote in person or by proxy of Owners holding not less than two thirds (2/3) of the total votes of the Association of a majority of the votes cast at a meeting of the members at which a quorum is present in person or by proxy.~~ Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida.

II. Article IX, Section 30 of the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes is created to read as follows

Section 30. Rental Restriction. No Lot or any portion thereof may be leased or rented without the prior written approval of the Board of Directors. For purposes of this section, a Lot is deemed to be leased or rented if it is occupied for residential purposes by any person other than the Owner while the Owner resides elsewhere. The Association shall provide a lease approval application form to be completed by the Owner disclosing the names of all tenants, all vehicles to be kept by the tenant(s) at the Lot, and emergency contact information for the

**Certificate of Amendment to the  
Declaration of Covenants, Conditions and  
Restrictions of Osprey Run Townhomes  
Page 2**

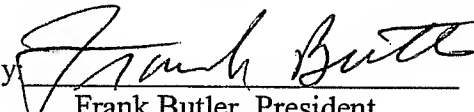
Owner. An Owner who intends to lease his or her Lot who is current in all monetary obligations to the Association and whose water bill is paid current, who submits a completed information sheet and copy of proposed lease reflecting a tenancy which is not in violation of the Declaration, and a nonrefundable application fee shall be approved for rental. The amount of the application fee shall be determined annually by the Board of Directors. If no such determination has been made, the application fee shall \$50.00. An Owner who is delinquent in any monetary obligation to the Association or whose water bill not then paid current or who fails or refuses to provide the completed application form, the proposed lease, and the application fee shall not rent his or her Lot and shall not be approved for rental. This Section 30 shall apply to all new tenancies after the recording of this amendment. Renewals and extensions of leases after the recording of this amendment shall be subject to this Section 30 as follows: For the present tenancy to be exempt from the requirement of prior approval, the Owner of the Lot must provide a copy of the current lease to the Association not later than 45 days after the recording date of this amendment. All renewals and extensions of leases of Lots after the recording of this amendment shall be subject to approval by the Board of Directors, which approval shall be granted if the Owner is current in all monetary obligations to the Association and the Owner's water bill is paid current and the tenant has not been previously cited in writing for a material violation of this Declaration or Rules and Regulations of the Association. No additional application fees shall be required for consideration of any renewal or extension of a previously approved lease. It is the responsibility of the Owner to provide a copy of the current Rules and Regulations to any perspective tenant.

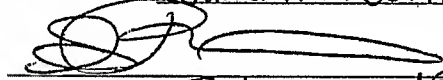
CODING: Deleted language is marked with a ~~strikethrough line~~ and new language is marked with a double underline.

Signed, sealed and delivered in  
the presence of:

OSPREY RUN HOMEOWNERS  
ASSOCIATION, INC.

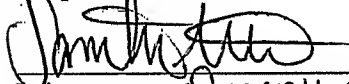
  
Print name: Samantha CURTIS


By   
Frank Butler, President

  
Print name: SHARON

**Certificate of Amendment to the  
Declaration of Covenants, Conditions and  
Restrictions of Osprey Run Townhomes**  
Page 3

Signed, sealed and delivered in  
the presence of:

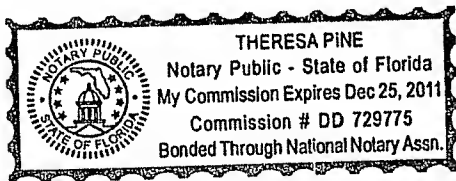
  
Print name: Samantha Curtis

  
Print name: SHARON PUGH

STATE OF FLORIDA

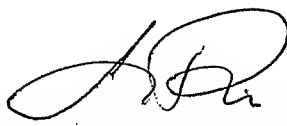
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of February, 2010, by Frank Butler, President and Gretel Graham, Secretary, of Osprey Run Homeowners Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Osprey Run Townhomes, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.



ATTEST:

By:   
Gretel Graham, Secretary

  
Theresa Pine  
Notary Public/State of Florida at Large